

Metropolitan Fiber Systems
of Philadelphia, Inc.

Supplement No. 2 to Tariff Access
Telephone Pa. PUC No. 2
First Original Addendum A
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TRIAL SERVICE OFFERING

SUPPLEMENT

**Filed in accordance with Paragraph 3.3 of
Metropolitan Fiber Systems of Philadelphia, Inc.
Regulations and Schedule of Intrastate Charges applying
to network services between fixed points in the
Philadelphia metropolitan area**

Node Interconnection Service

1. Introduction:

This Trial Service Offering for Node Interconnection Service shall be offered on a trial basis for a one year term from the effective date of this tariff supplement, unless extended by the Company with approval of the Commission.

2. Definitions:

Transport Facilities: Fiber optic transport and distribution cables and associated transmission equipment required for the operation thereof, that are provided, operated, maintained, and owned or controlled by Interconnector.

Interconnection Term: The period of time, measured from the NIS Effective Date, during which the Company agrees to provide and Interconnector agrees to purchase NIS services at the Company's Node under prices, terms and conditions established by contract.

Interconnector: An entity, certificated by the Pennsylvania Public Utility Commission, making arrangements to locate Transport Facilities at the Node for purposes of interconnection to intrastate telecommunications services of the Company.

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NIS Effective Date: The date upon which the Company and Interconnector agree to be bound by the prices, terms and conditions of an NIS contract.

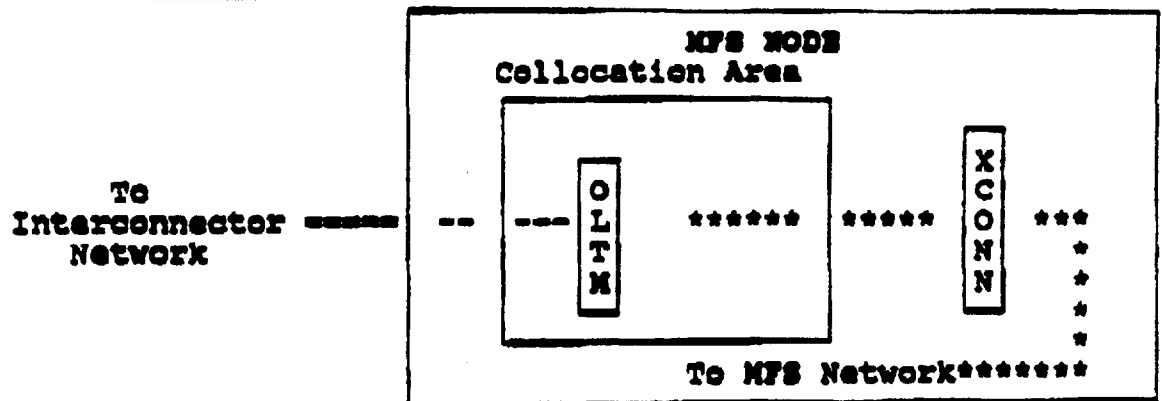
Node: Commercial office space owned or leased by the Company to maintain electronic equipment, cabling, environmental facilities, and support services for the centralized operation of a fiber optic telecommunications service.

3. Service Description:

Node Interconnection Service of ("NIS") provides for cross-connection of the facilities providers of intra-state telecommunications services with the facilities of the Company.

a. NIS may be made available by allowing an Interconnector to physically establish a Multiplexing Facility, using Interconnector's own facilities and equipment, within a secured area of the Company's Node. NIS provided under this arrangement is illustrated in Section 3.3.1.2.

b. Service Illustration



----- fiber optic cable
***** twisted pair of coax cable

OLTM - optical line terminating multiplexer
XCONN - cross-connect panel

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c. NIS is provided for the sole purpose of connecting Transport Facilities to the Company's telecommunications network. Interconnector may not interconnect equipment or facilities to any other customer by means of any direct connection within the Node. Interconnector may not provide or make available to any third party any cross-connect ports, floor space, conduit rights or riser space within the Node obtained through NIS.

d. NIS does not constitute a joint undertaking between the Company and Interconnector or any other party.

4. Availability of Service:

Subject to availability of space, NIS will be provided to Interconnectors on a first-come, first-served basis.

a. The Company will require a construction fee, as set forth in paragraph 11 herein, to be submitted with every NIS Application. If space is unavailable, or if Interconnector withdraws an NIS Application, the construction fee (less the costs incurred by the Company) will be refunded.

b. The priority of Interconnectors' NIS Applications will be determined by the date upon which the construction fee is received by the Company.

c. The minimum size of Interconnector's space within the Node will be 100 square feet. Additional space will be offered on an "as needed" basis where feasible.

5. Company Responsibilities:

a. Access to the Node shall be provided on a 7-day-per-week, 24-hour-per day basis, subject to the Company's reasonable terms imposed to ensure safety and security.

b. Interconnector shall pay the Service Call Charge Rate set forth in Section 4.2.6.1 for escort service within the Node whenever such service is required, as determined by the Company at its sole discretion. Interconnector shall pay one-and-one-half-times the Service Call Charge rate set forth in Section 4.2.6.1 for

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escort service provided on holidays or weekends or on weekdays between the hours of 5:00 p.m. and 8:00 a.m. (hereinafter "Non-business" hours), or whenever 24 hours advance notice of required access is not given to the Company. A minimum of four hours shall be charged for escort service provided during non-business hours.

6. Interconnector Responsibilities:

a. Upon expiration of the Interconnection Term, the Interconnector shall, at its own expense, disconnect and remove all Transport Facilities installed in the Node or which occupy the Company's risers or conduits.

b. Interconnector may be required to post an irrevocable standby letter of credit, in a form acceptable to the Company, sufficient to guarantee the obligations of Interconnector for the Interconnection Term.

7. Equipment and Standards:

a. The operating characteristics of Transport Facilities shall not interfere with any Company services and are subject to the provisions that said facilities do not:

- (i) Endanger the safety of Company employees, other NIS Customers or the public;
- (ii) Damage or require change or alteration of the Company's optical termination and multiplexing equipment;
- (iii) Interfere with the proper functioning of Company equipment or facilities; or
- (iv) Impair the operation of the Company network or otherwise injure any party in its use of Company services.

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b. Transport Facilities shall meet the Company's environmental, safety and transmission standards as in effect at the time of equipment installation and as thereafter modified and shall comply with the following: Bellcore Network Equipment Building System (NEBS, TR-NWAT-000063); Bellcore Generic Equipment Requirements (TR-EOP-000063); Bellcore Generic Specifications for Optical Fiber and Optical Fiber Cable (TR-TSY-00020); Bellcore Central Office Cabling (TR-NTW-000409); the National Electrical Code (NEC); the National Electrical Safety Code (NESC); the Occupational Safety and Health Act (OSHA); and applicable rules and regulations of the Pennsylvania P.U.C., the Federal Communications Commission and any other governmental and/or regulatory authority having proper jurisdiction.

c. Transport Facilities to be interconnected to the Company's telecommunications service shall be provided using standard electrical interface levels of 1.544 Mbps or 45 Mbps on channels that meet the technical description of the interface as specified in the Bellcore publication for High Capacity Digital Special Access Service (TR-INS-000342). Interconnector is responsible for optical to electrical or speed conversions, multiplexing or any other change required to connect Transport Facilities to Company facilities and equipment at compatible interfaces, levels or speeds.

d. Interconnector is responsible for ensuring continued technical compatibility with the Company's network. When changes in standards occur or differences exist between technical references, the Customer shall follow the more stringent.

e. The Company reserves the right to periodically inspect Transport Facilities located in the Node or the Company's conduit or risers. If at any time the Company reasonably determines that Transport Facilities do not meet the standards specified or identified in this tariff, the Customer shall be responsible for the costs associated with the modification, removal or re-installation of the Transport Facilities required to render it in compliance with the referenced standards.

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8. Applications for NIS Service:

Requests for NIS shall conform to the following procedures.

a. Interconnector shall complete and convey to the Company with the Application Fee, a written application for the provision of NIS.

b. The Company will conduct a pre-installation survey for each application and notify Interconnector as to the availability of space and associated requirements.

c. Assuming adequate space and associated requirements are available, the Company will begin further processing of the application and will work cooperatively with Interconnector to develop an optimal Transmission Facility layout and the Company and the Customer will negotiate with the purpose of obtaining a mutually acceptable Agreement for the construction charges and related matters.

d. The Customer shall provide the Company with all details necessary for the Company to develop architectural, mechanical, electrical, structural or other plans necessary to complete construction of the Collocation Space. Once approved, the Company shall provide Collocation Space based on these plans. The Customer will meet with the Company, as needed, to review design and construction work. Construction shall conform with the Company's applicable standards for health, safety and security within a central office environment and with all applicable federal, state and local building codes.

e. Interconnector's requests for NIS connections to the Company's network will be processed concurrently with the application procedures using standard ordering procedures.

9. Limitation of Liability:

a. Interconnector and the Company shall be liable to each other for damage or loss if caused by negligent or willful act or omission of the applicable party or its officers, employees, servants, agents, affiliates or contractors, or by the malfunction

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of any equipment supplied or operated by said party.

b. Except as provided in the preceding paragraph, Interconnector shall indemnify and hold harmless the Company, its officers and employees, servants agents, affiliates and contractors, from and against any and all claims costs, expenses and liabilities arising out of the provision of NIS.

c. In no event shall Interconnector or the Company, nor the officer,s employees, servants, agents, affiliates, or contractors of either, be liable for any loss of profit by the other party, or for any consequential, incidental, special, punitive or exemplary damages arising out of the provision of NIS, even if advised of the possibility of such loss or damage.

10. Insurance:

a. Workers' Compensation - Interconnector shall furnish and maintain workers' compensation insurance or self insurance in compliance with Pennsylvania workers' compensation statutes, including Employer's Liability insurance with a limit of \$2,000,000 for injury or death of any one person.

b. Comprehensive General Liability Coverage - Interconnector shall maintain and require each of its subcontractors to maintain during performance of any work in the Node:

- (i) Comprehensive General Liability insurance at \$2,000,000 combined single limit or equivalent for bodily injury, personal injury, and property damage as the result of any one occurrence, with a policy aggregate of \$4 million.
- (ii) Umbrella/Excess Liability coverage in an amount of \$10 million in excess of coverage specified in (A) above.
- (iii) Comprehensive General Liability shall include coverage for Premises Operations, Owners and Contractors Protective, Products/Completed Operations Hazard, X.C.U., Contractual Liability,

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and Broad Form Property Damage including Completed
Operations.

C. Additional Insurance Provisions - Prior to commencing any work in the Node, Interconnector and subcontractors of Interconnector shall furnish the Company with certificates of insurance evidencing coverage as required in this Section 3.3.8 and further stating the following:

- (i) That coverage provided is primary and is not excess or contributing with any insurance or self-insurance maintained by Company.
- (ii) With respect to the coverages outlined in paragraph 10b herein, Company shall be an additional insured with respect to work performed by the Interconnector or subcontractor in the Node.
- (iii) The insurance carrier will provide 30-day written notice to Company prior to cancellation, alteration, termination, or material change of the insurance.

11. Rates:

a. General

Rates for NIS are composed of five elements which may apply to an Interconnector's service.

- (i) Monthly recurring facilities fees, which shall compensate the Company for:
 - (A) Floor space in the Node provided to Interconnector, and Interconnector's fair share of common utility and environmental services, including (without limitation), electric power for lighting (and not for operation of Interconnector's equipment), heating, air conditioning, janitorial service, and fire suppressant;

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Facility Fee: \$ 1.67
Per square foot, per month

- (B) Interconnector's use of conduit rights or riser space owned or leased by Interconnector:

Conduit Rental Fee: \$ 2.50
Per linear foot, per year; and

- (C) Interconnector's consumption of electric power to operate telecommunications equipment, on an actual use basis, at the current rate of the applicable electric utility, plus 10% for the Company's administrative costs:

Electric Fee: As measured, plus 10%, per month.

- (ii) A Cross-Connect Charge for the connection between Interconnector's Transport Facilities and the Company's Services. Cross-connect charges for allowable connections are both nonrecurring charges ("NRC") and monthly recurring charges, established by the Company and set forth herein:

		<u>NRC</u>	<u>Per Month</u>
(A)	<u>DS-1 Cross-Connect Charge:</u>	<u>\$200.00</u>	<u>\$5.00</u>
(B)	<u>DS-3 Cross-Connect Charge:</u>	<u>\$600.00</u>	<u>\$10.00</u>

Cross-Connect Charges shall be subject to provisions of this tariff set forth in Section 2.6.1, pertaining to Credit for Interruptions.

- (iii) The applicable non-recurring and monthly charges for other tariffed services interconnected through NIS, unless specifically excepted under this tariff.

- (iv) Construction costs to design and construct a secured space in the Node for Interconnector's

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Multiplexing Facility. Construction charges will be established through a separate Agreement with Interconnector.

- (v) A construction fee, to be paid by Interconnector upon application for NIS service. If Interconnector withdraws its application for NIS, the Company will refund the construction fee, less the costs reasonably incurred by the Company in preparation for providing the Service. No other application fee is required.

(A) Construction Fee: \$15,000.00

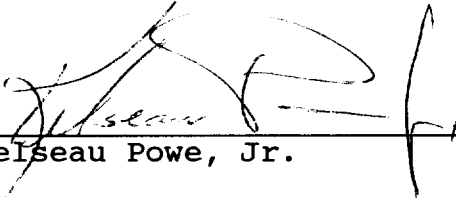
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CERTIFICATE OF SERVICE

I, Kelseau Powe, Jr., do hereby certify that on this 20th day of August, 1993, I have caused a copy of the foregoing **U S WEST COMMUNICATIONS DIRECT CASE** to be served via first-class United States Mail, postage prepaid, upon the persons listed on the attached service list.



Kelseau Powe, Jr.

***Via Hand-Delivery**

(CC93-162/KK/lh)

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